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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BRENDAN B. LEACH, an individual,

Plaintiff,

vs.

COMPLAINT
AND JURY DEMAND

FLAGSTAR BANK, FSB, a Foreign Entity;
EQUIFAX INFORMATION SERVICES
LLC, a Foreign Limited-Liability Company;
and TRANS UNION LLC, a Foreign
Limited-Liability Company,

Defendants.

Plaintiff, Brendan B. Leach (hereinafter "Plaintiff"), by and through counsel, Cogburn Law, hereby complains against Defendants as follows:

I. PRELIMINARY STATEMENT

1. This is an action for actual, statutory and punitive damages, costs and attorney fees brought pursuant to the Fair Credit Report Act, 15 U.S.C. § 1681 et seq. (hereinafter "FCRA").

1 **II. JURISDICTION AND VENUE**

2 **A. JURISDICTION OF THE COURT**

3 2. The jurisdiction of this Court is conferred by 15 U.S.C. § 1681(p) and 28 U.S.C.
4 § 1367.

5 **B. VENUE**

6 3. Venue is proper pursuant to 28 U.S.C. § 1391 as Defendants do business within the
7 area of the District of Nevada, are subject to the Court's personal jurisdiction and a substantial part
8 of the events giving rise to the claims alleged occurred within the District of Nevada.

9 **III. PARTIES**

10 4. Plaintiff is a natural person and has resided in Nevada.

11 5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c).

12 6. This matter involves two entities in the business of furnishing credit reports.
13 Equifax and Trans Union will be collectively known as the "Credit Bureaus."

14 7. Upon information and belief, Equifax Information Services, LLC (hereinafter
15 "Equifax") is a foreign entity licensed in the State of Georgia and authorized to do business in the
16 State of Nevada.

17 8. Upon information and belief, Defendant Equifax is a "consumer reporting agency,"
18 as defined in 15 U.S.C. § 1681a(f).

19 9. Upon information and belief, Defendant, Trans Union LLC (hereinafter "Trans
20 Union"), is a foreign entity licensed in the State of Illinois and authorized to do business in the
21 State of Nevada.

22 10. Upon information and belief, Defendant, Trans Union, is a "consumer reporting
23 agency," as defined in 15 U.S.C. § 1681a(f).

1 11. Upon information and belief, Flagstar Bank, FSB (hereinafter “Flagstar” or “the
2 Furnisher”) is an entity headquartered in the State of Michigan, authorized to do business in the
3 State of Nevada.

4 12. Upon information and belief, Flagstar is a furnisher of information under 15 U.S.C.
5 § 1681s-2.

6 **IV. GENERAL ALLEGATIONS**

7 13. Plaintiff had a mortgage account 6460004000... serviced by Flagstar (hereinafter
8 the “Flagstar Mortgage Account Debt”).

9 14. Flagstar furnished false information to the Credit Bureaus indicating “Foreclosure”
10 and reporting in the “Additional Information” section of Plaintiffs’ credit report, as well as in the
11 “Remarks”, the statement “Foreclosure Collateral Sold.”

12 15. The subject property was not sold through foreclosure.

13 16. Plaintiff was never subject to a foreclosure related to the Flagstar account or the
14 underlying property.

15 17. Plaintiff disputed the matter with each of the Credit Bureaus specifically providing
16 a copy of the Clark County Recorder history for the subject property and parcel number, which
17 showed no foreclosure was initiated by Flagstar.

18 18. No foreclosure was initiated by the recording of a Notice of Default and Election
19 to Sell with the Clark County Recorder in relation to the subject property.

20 19. Because no foreclosure was initiated, there is no basis to provide false information
21 to be published to Plaintiff’s creditors or anticipated creditors.

22 20. Plaintiff applied for a mortgage through US Bank and was rejected by US Bank
23 specifically because of the foreclosure notation on Plaintiff’s credit reports.

24 21. Flagstar furnished false information to the Credit Bureaus.

22. The Credit Bureaus and Flagstar failed to conduct a thorough investigation into this dispute.

V. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF
Against the Credit Bureaus
(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)

23. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out herein.

24. The Credit Bureaus violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files published and maintained by the Credit Bureaus concerning Plaintiff.

25. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiff suffered damage loss of credit; loss of the ability to purchase and benefit from credit; and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

26. The Credit Bureaus' conduct, action and inaction was willful, rendering the Credit Bureaus liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, the Credit Bureaus were negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

27. Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

SECOND CLAIM FOR RELIEF
Against the Credit Bureaus
(Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)

28. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out herein.

1 29. The Credit Bureaus violated 15 U.S.C. § 1681i on multiple occasions by failing to
2 delete inaccurate information in the Plaintiff's credit file after receiving actual notice of such
3 inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward all relevant
4 information to Flagstar; by failing to maintain reasonable procedures with which to filter and verify
5 disputed information in the Plaintiff's credit file; and by relying upon verification from a source
6 the Credit Bureaus had reason to know is unreliable.

7 30. As a result of this conduct, action and inaction of the Credit Bureaus, Plaintiff
8 suffered damage by loss of credit; loss of the ability to purchase and benefit from credit; and the
9 mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

10 31. The Credit Bureaus' conduct, action and inaction was willful, rendering the Credit
11 Bureaus liable for actual or statutory damages, and punitive damages in an amount to be
12 determined by the Court pursuant to 15 U.S.C. § 1681o.

13 32. Plaintiff is entitled to recover costs and attorney fees from the Credit Bureaus in an
14 amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

15 **THIRD CLAIM FOR RELIEF**
16 **Against the Furnisher**
 (Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681)

17 33. Plaintiff realleges and incorporates all preceding paragraphs as if fully set out
18 herein.

19 34. Flagstar violated the Fair Credit Reporting Act, 15 U.S.C. § 1681s-2(b) by
20 continuing the Flagstar Mortgage Account Debt representation within Plaintiff's credit file with
21 the Credit Bureaus without also including a notation that this debt was disputed; by failing to fully
22 and properly investigate the Plaintiff's dispute of the Flagstar Mortgage Account Debt
23 representation; by failing to review all relevant information regarding same; by failing to
24 accurately respond to the Credit Bureaus; by failing to correctly report results of an accurate

1 investigation to every other credit reporting agency; and by failing to permanently and lawfully
2 correct its own internal records to prevent the re-reporting of the Flagstar Mortgage Account Debt
3 representations to the consumer reporting agencies.

4 35. As a result of this conduct, action and inaction of Flagstar, Plaintiff suffered damage
5 by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and
6 emotional pain, anguish, humiliation, and embarrassment of credit denials.

7 36. Flagstar's conduct, action and inaction was willful, rendering it liable for actual or
8 statutory, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C.
9 § 1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual damages under
10 15 U.S.C. § 1681o.

11 37. Plaintiff is entitled to recover costs and attorney fees from Flagstar in an amount to
12 be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

13 **VI. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff respectfully prays that judgment be entered against the
15 Defendants, on all counts, for the following:

- 16 1. Declaratory judgment that Defendants' conduct violated the FCRA;
 - 17 2. Actual damages;
 - 18 3. Statutory damages;
 - 19 4. Punitive damages;
 - 20 5. Costs and reasonable attorney fees; and
 - 21 6. For such other and further relief as the Court may deem just and proper.
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1 **VII. JURY DEMAND**

2 Pursuant to Fed. R. Civ. P. 38(b) and the Seventh Amendment to the United States
3 Constitution, Plaintiff hereby demands a jury trial.

4 Dated this 30th day of September, 2020.

5 COGBURN LAW

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